

Memorandum



Date: December 6, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

Agenda Item No. 8(H)(1)

Subject: Memorandum of Understanding Between Miami-Dade County and the University of Florida Board of Trustees to Support a Commercial Ornamental Horticulture Extension Agent

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving a Memorandum of Understanding with the University of Florida's Board of Trustees (UF), through its Institute of Food and Agricultural Sciences (IFAS), in the amount not to exceed \$137,582.34 to continue support for the Commercial Ornamental Horticulture Extension Agent (Extension Agent) position.

Scope

This Memorandum of Understanding has a countywide impact.

Fiscal Impact/Funding Source

This Memorandum of Understanding (Attachment A) is for four (4) years in an amount not to exceed \$137,582.34, consisting of \$32,885.90 in Fiscal Year (FY) 2016-17, as listed in Exhibit A to the Agreement; \$33,872.48 in FY 2017-18; \$34,888.65 in FY 2018-19; and \$35,935.31 in FY 2019-20. Funding for the Commercial Ornamental Horticulture Extension Agent is contained in the Parks, Recreation and Open Spaces Department's (PROS) Cooperative Extension's adopted budget in index code PRECOP248001. Instead of paying the Extension Agent as a County employee, the County will pay UF/IFAS for the County's share of the position as a contractual service operating expense.

Track Record/Monitor

The Memorandum of Understanding will be administered by PROS' Cooperative Extension Division Director Teresa Olczyk.

Background

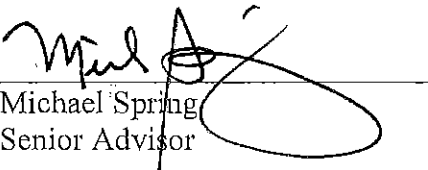
Under State law and the Smith-Lever Act of 1914, the University of Florida is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the State of Florida. The Cooperative Extension Service is a partnership between UF and IFAS, and each county in which it operates, commemorating 100 years of professional service to Miami-Dade County in 2014. Extension Agents are considered faculty of the University of Florida and deliver science-based information and educational programming directed to various clients, including the commercial agriculture and horticulture industries.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
Page 2

This Memorandum of Understanding provides that the Extension Agent is a 100 percent employee of the University of Florida. The County will reimburse UF/IFAS, its 40 percent share of the Extension Agent's salary and fringe benefits, and for use of a personal vehicle through quarterly payments instead of paying the Agent directly as a County employee throughout the term of this contract.

The term of the Memorandum of Understanding is for four (4) years from the date both parties approve the Memorandum of Understanding and contains a one-year advance notice termination clause.

This Agreement is similar to the Agreement for an Extension Agent that was approved by the Board in 2012 by Resolution No. R-702-12.


Michael Spring
Senior Advisor

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into on _____, 2016, between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the State of Florida; and

WHEREAS, this function is performed through the Extension Service-United States Department of Agriculture and State staff of Extension Specialist and resident Extension workers in the State; and

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for growers, families, homeowners, and young people within above named county; and

WHEREAS, said programs will be developed in the above named county by Extension Agents employed by the UNIVERSITY to work directly with local advisory committees and Extension personnel to implement that County's programs; and

WHEREAS, the county agents will utilize appropriate Extension personnel from the University of Florida and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs,

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE I
PURPOSE

The Florida Extension Service was established as an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, for the public purpose of "extending" research-based educational information from the University to the people of the State of Florida on subjects relating to agriculture, aquaculture, family and consumer sciences, 4-H youth development, environmental horticulture, natural resources, Sea Grant, energy and other programs deemed necessary. The Florida Extension Service makes the findings of research in these areas available to the people of Florida through the University of Florida, IFAS, Extension Service, in partnership with the Florida Counties Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Title XLVIII, Chapter 1004, Section 1004.37 of the Florida Statutes, it is essential that the University of Florida, and the Board of County Commissioners identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the University of Florida, through the Institute of Food and Agricultural Sciences, Extension Service (hereinafter referred to as "UNIVERSITY") and the Board of County Commissioners (hereinafter referred to as "COUNTY"). The purpose of this AGREEMENT is to specify the terms under which the UNIVERSITY will provide personnel, educational, technical and research information to the COUNTY.

ARTICLE II

GOALS AND OBJECTIVES

This AGREEMENT covers the UF/IFAS Extension Agent – Commercial Horticulture position in the Miami-Dade County Extension Office (herein referred to as "Extension Agent-Commercial Horticulture").

ARTICLE III

TERMINATION OF POSITION AND SERVICES

This AGREEMENT may be terminated at will by either party hereto giving one-year prior written notice thereof to the other.

ARTICLE IV

RESPONSIBILITIES

- 1) Responsibilities of UNIVERSITY
 - a) With respect to the Extension Agent – Commercial Horticulture, UNIVERSITY shall:
 - i) Establish minimum employment requirements and qualifications for Extension Agent – Commercial Horticulture.
 - ii) Recruit, interview and screen candidates for employment Extension Agent – Commercial Horticulture.
 - iii) Recommend to the COUNTY qualified applicants for appointment to vacant or new Extension Agent – Commercial Horticulture in accordance with the provisions of Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 - iv) Establish the total amount of the starting base salaries of Extension Agent – Commercial Horticulture.
 - v) Pay Extension's proportionate share of the salaries and fringe benefits of Extension Agent – Commercial Horticulture with joint or state funds.
 - vi) UNIVERSITY reserves the right to negotiate the MOU at any point if the actual costs exceed the budgeted amount indicated in the Exhibit A.
 - vii) The UNIVERSITY will determine the total dollar amount of any cost-of-living, merit, bonuses, and rank promotion salary increases.
- 2) Responsibilities of COUNTY.
 - a) With respect to broad program authorization, all Extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions,

deletions, etc.) are subject to COUNTY approval prior to implementation, and the COUNTY may eliminate or otherwise alter any program as the COUNTY deems appropriate.

- b) With respect to Extension Faculty, the COUNTY shall:
 - i) Participate in the employment of Extension Faculty in accordance with the provisions of Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 - ii) Pay the County's proportionate share of the salaries and fringe benefits of the Extension Faculty as more specifically set out in Article V and Exhibit A.
 - c) With respect to management and administration, the COUNTY shall:
 - i) Review and consider the annual departmental budget requests from UNIVERSITY and take action thereon as the COUNTY may deem appropriate.
 - ii) Provide office space, support personnel, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the County Extension office as the COUNTY may deem appropriate.
- 3) General Provisions:
- a) Management and Administration:
 - i) Extension Faculty shall follow COUNTY policies relative to office hours and holidays.
 - ii) All Extension Faculty appointments will be made cooperatively in accordance with Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 - iii) UNIVERSITY and the COUNTY will cooperate in coordination Equal Employment Opportunity plans for Extension in the county.
 - iv) The parties' respective involvement in funding multi-county agent appointments will be negotiated on a case-by-case basis.
 - v) The County Extension Director is responsible for operating this department under the joint direction of the COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
 - vi) The UNIVERSITY has determined that the Extension Agent – Commercial Horticulture, an employee of the UNIVERSITY is a professional employee exempt from the provisions of the Fair Labor Standards Act.

ARTICLE V

FUNDING AND PAYMENTS

- 1) The COUNTY agrees to pay the UNIVERSITY sums as indicated in Exhibit A towards salary expenses. This total sum represents the COUNTY's share of funding the Extension employee's salary and fringe benefits, as well as travel outlined in Exhibit A. It is understood that no amount of funds specified hereto above should be used for payment of salaries or any other expenses of state personnel other than the Extension Agent- Commercial Horticulture. This contract is a cost reimbursable basis.
- 2) Salary outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY. Exhibit A is an estimate of projected salary expenses for the year and shall not require a separate written addendum to this agreement in order to implement annual changes in salaries, related fringe benefits and travel. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

Proposed Annual Budget by March 15th – UNIVERSITY will included proposed figures for the COUNTY to begin its budget process.

Annual Budget Request by July 1st – UNIVERSITY will make necessary adjustment to Exhibit A figures as needed and submit a final budget request to COUNTY for approval.

- 3) The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 4) Payments shall be made on a quarterly basis as invoiced by the UNIVERSITY. The quarterly payments shall be in the amount as indicated on Exhibit A, and will be due within 30 days of receiving the quarterly invoices in January, April, July and October.

Miami-Dade County Cooperative Extension
Attn: Teresa Olczyk
18710 SW 288 Street
Homestead, FL 33030

- 5) The policies established by the UNIVERSITY in administering leave, including annual, sick, civil, holiday and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply.
- 6) The COUNTY may elect to pay an annual salary supplement to extension personnel. The COUNTY shall fund 100% of the salary supplement, including salaries, fringe benefits, and worker's compensation, and will pay this sum to the UNIVERSITY during the COUNTY's quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will update the salary projections in an updated Exhibit A and adjust the quarterly billings to accommodate the salary supplement.

ARTICLE VI **PERIOD OF CONTRCT – RENEWAL – MODIFICATION**

This AGREEMENT shall be effective as of _____, 2016 and shall continue for four (4) years after the effective date, unless modified or terminated earlier. At the time of expiration, this Agreement will be updated as needed and resigned by both parties. This AGREEMENT may be modified at any time by mutual consent of both parties herein above.

ARTICLE VII **MAINTENANCE OF RECORDS**

The UNIVERSITY will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the UNIVERSITY for a minimum of five (5) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of five (5) years thereafter; providing, however, such activity shall be conducted only during normal business hours. The COUNTY during the period of time expressed by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the UNIVERSITY as concerns the aforesaid records and documentation.

A 6

ARTICLE VIII

LIABILITY

The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the University of Florida and the officers, employees, servants and agents thereof while acting within the scope of their employment by the UNIVERSITY. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY. The UNIVERSITY, as a state agency warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. The COUNTY warrants and represents that it is self-funded for liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. The UNIVERSITY and COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, agencies, and subdivisions, to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents, agencies, and subdivisions, beyond the waiver provided in section 768.28, Florida Statutes.

ARTICLE IX

CONTRACTUAL REQUIREMENTS

- 1) UNIVERSITY shall maintain all books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. Each party to this AGREEMENT or their authorized representatives shall have reasonable and timely access to such records of each other party to this AGREEMENT for public records purposes during the term of the AGREEMENT and for five (5) years following the termination of this AGREEMENT. If an auditor employed by the COUNTY or Clerk determines that monies paid to the UNIVERSITY pursuant to this AGREEMENT were spent for purposes not authorized by this AGREEMENT, the UNIVERSITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the UNIVERSITY.
- 2) Governing Law, Venue, Interpretation, Costs, and Fees: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. Venue for any dispute arising out of this agreement shall lie in Miami-Dade County, Florida. In any such dispute, the parties shall bear their own fees and costs.
- 3) Binding Effect. The terms, covenants, conditions and provisions of this AGREEMENT shall bind and inure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 4) Nondiscrimination. The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this AGREEMENT automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as

applicable, relating to nondiscrimination. These include but are not limited to: a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; b) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1681m and 1685-1686), which prohibits discrimination on the basis of sex; c) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; e) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; g) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; h) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; i) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; j) prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status of age; and k) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this AGREEMENT.

- 5) Covenant of No Interest. The COUNTY and UNIVERSITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that only interest of each is to perform and receive benefits as recited in this AGREEMENT.
- 6) Code of Ethics. The COUNTY agrees that officers and employees of the COUNTY employed pursuant to this MOU recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information and the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 of the Miami-Dade County Code of Ordinances.
- 7) No Solicitation/Payment. The COUNTY and UNIVERSITY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 8) Public Access. The COUNTY and UNIVERSITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by UNIVERSITY.
- 9) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and the acquisition of any

commercial liability insurance coverage, self-insurance coverage or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

- 10) Privileges and Immunities. All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this AGREEMENT within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- 11) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this AGREEMENT is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute and case law.
- 12) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this AGREEMENT to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and UNIVERSITY agree that neither the COUNTY nor the UNIVERSITY or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this AGREEMENT separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this AGREEMENT.
- 13) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 14) Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.
- 15) Section Headings. Section headings have been inserted in this AGREEMENT as a matter of convenience of reference only, and it is agreed that such section heading are not a part of this AGREEMENT and will not be used in the interpretation of any provision of this AGREEMENT.

ARTICLE X

NOTICES

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial

overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:

Miami-Dade County Cooperative Ext.
Attn: Teresa Olczyk
18710 SW 288 Street
Homestead, FL 33030
And copied to

Miami-Dade County Parks, Recreation and
Open Spaces Department
Director's Office
275 NW 2nd Street, 5th Floor
Miami, FL 33128

To University:

UNIVERSITY OF FLORIDA
Division of Sponsored Programs
219 Grinter Hall, PO Box 115500
Gainesville, FL 32611-5500
And copied to

UNIVERSITY OF FLORIDA
IFAS County Operations
1062 McCarty Hall D, PO Box 110220
Gainesville, FL 32611-0220

This AGREEMENT shall be effective on _____, 20____.

APPROVED BY:

MIAMI-DADE COUNTY, a political subdivision
of the State of Florida:

By: _____
Mayor
Miami-Dade County

DATE

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY;

By: _____
Assistant County Attorney

DATE

FOR THE UNIVERSITY:

University of Florida

DATE

8

10

Exhibit "A" - PROPOSED Budget

**Miami-Dade County Grant
Summary
Projection: 10/01/2016 - 9/30/2020
Prepared: 05/16/2016**

Salary Due From County By FY - Elizabeth Campoverde		
FY 2017 **	10/01/16 - 09/30/17	31,385.90
FY 2018 **	10/01/17 - 09/30/18	32,327.48
FY 2019 **	10/01/18 - 09/30/19	33,297.30
FY 2020 **	10/01/19 - 09/30/20	34,296.22
Total :		\$ 131,306.90

Travel Due from County By FY		
FY 2017 **	10/01/16 - 09/30/17	1,500.00
FY 2018 **	10/01/17 - 09/30/18	1,545.00
FY 2019 **	10/01/18 - 09/30/19	1,591.35
FY 2020 **	10/01/19 - 09/30/20	1,639.09
Total :		\$ 6,275.44 MB

Total estimated due from County By FY		
FY 2017 **	10/01/16 - 09/30/17	32,885.90
FY 2018 **	10/01/17 - 09/30/18	33,872.48
FY 2019 **	10/01/18 - 09/30/19	34,888.65
FY 2020 **	10/01/19 - 09/30/20	35,935.31
Total Estimated Fiscal Impact :		\$ 137,582.34

Projected Payment Schedule*	FY2017	FY2018	FY2019	FY2020	Total
October 10	2,740.49	2,822.71	2,907.39	2,994.61	
November 10	2,740.49	2,822.71	2,907.39	2,994.61	
December 10	2,740.49	2,822.71	2,907.39	2,994.61	
January 10	2,740.49	2,822.71	2,907.39	2,994.61	
February 10	2,740.49	2,822.71	2,907.39	2,994.61	
March 10	2,740.49	2,822.71	2,907.39	2,994.61	
April 10	2,740.49	2,822.71	2,907.39	2,994.61	
May 10	2,740.49	2,822.71	2,907.39	2,994.61	
June 10	2,740.49	2,822.71	2,907.39	2,994.61	
July 10	2,740.49	2,822.71	2,907.39	2,994.61	
August 10	2,740.49	2,822.71	2,907.39	2,994.61	
September 10	2,740.51	2,822.67	2,907.36	2,994.60	
Total :	32,885.90	33,872.48	34,888.65	35,935.31	137,582.34

Please remit invoices to:
Miami-Dade County Cooperative Extension
Attn: Teresa Olczyk
18710 SW 288 Street
Homestead, FL 33030

* The above is a payment guideline, this is a cost reimbursable contract.

** UNIVERSITY reserves the right to negotiate the MOU at any point if the actual costs exceed the budgeted amount indicated in the Exhibit A

FY 2017

FY 2017		State	County	Total	3% Margin FY 16-17
\$219,2910					
Elizabeth Campoverde	Percentage				
	Salary	60.000%	40.000%	100.00%	
		36,018.62	24,012.41	\$60,031.03	
Faculty Pool Rate:	Pooled Fringe	9,689.01	6,459.34	16,148.35	
	26.90%	45,707.63	30,471.75	76,179.38	
	Annual: \$60,031.03		Total Due from City	30,471.75	31,385.90

County Total:

\$ 31,385.90



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)

12-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING IN AN AMOUNT OF \$137,582.34 BETWEEN MIAMI-DADE COUNTY AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES RELATED TO MIAMI-DADE COUNTY'S PAYMENT FOR ITS SHARE OF COSTS FOR HORTICULTURE SERVICES OVER A FOUR YEAR PERIOD; AND AUTHORIZES THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR AND ON BEHALF OF THE COUNTY AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves this Memorandum of Understanding (attached to the accompanying memorandum as Attachment A) and authorizes the County Mayor or designee to execute the Memorandum of Understanding for and on behalf of the County in substantially the form attached and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Joe A. Martinez

Rebeca Sosa

Xavier L. Suarez

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez